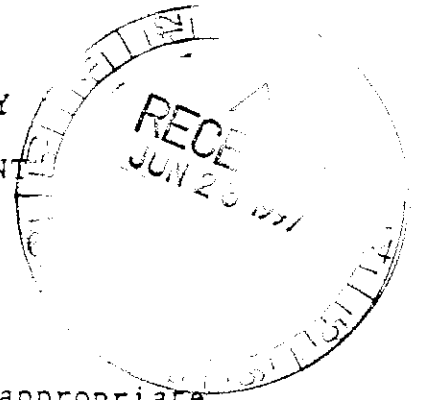


*Revised
+ 11*

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
LICENSE AGREEMENT - LEXINGTON BRANCH SEGMENT
TOWN OF ARLINGTON



1. Parties/
Premises

Subject to prior authorization from appropriate regulatory authority to remove the rail, ties and track appurtenances of a railroad now or formerly subject to the provisions of the Interstate Commerce Act (49 USC, Section 10101 et. seq.), MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 ("MBTA"), does hereby agree to license the TOWN OF ARLINGTON, a Town established under Massachusetts law with a mailing address at Town Hall, Arlington, MA 02174 ("Arlington") and Arlington hereby agrees to accept such license, subject to the terms and conditions hereof, in the right and privilege to use a segment in Arlington of the line of railroad of MBTA known as the Lexington Branch, approximately 3.58 miles in length, extending between Milepost 4.91 at the Cambridge/Arlington boundary line and Milepost 8.32 at the Arlington/Lexington boundary line (the line segment).

2. Term

The foregoing license shall commence upon a date stated in a notice not less than thirty (30) days and not more than sixty (60) days from the date of such notice stating that the prior authorization described hereinabove has been received, but subject to the prior approval by MBTA of construction within the premises as hereinafter described, and shall continue unless and until MBTA shall give notice to Arlington that it intends and elects to terminate the within license on a date stated in such notice sixty (60) or more days from the date of such notice on the grounds that the line segment is required by MBTA for mass transit extension or that regulations or orders of appropriate regulatory authority require such termination.

3. Use of Licensed Premises Arlington agrees that it will use the line segment as a "bikeway", a way established for the passage of bicycles without motive power.

4. Construction

(1) (a) The within agreement shall become effective as a grant by MBTA and acceptance by Arlington of license when Arlington has caused construction of a bikeway within the premises to be completed and accepted by the Chief Engineer of Railroad Operations of MBTA (C.E.R.O.) in writing as completed in accordance with plans for such construction previously approved by C.E.R.O. Construction of such bikeway and the plans and approvals thereof shall include removal of rails, ties, track and track appurtenances from the premises and the storage thereof at a location within Massachusetts as designated by C.E.R.O.

(b) No construction shall be done in the line segment without the prior written approval by C.E.R.O. to plans submitted to MBTA by Arlington. Arlington may be required to remove any construction not so approved.

5. Maintenance

Arlington shall at all times maintain the line segment in good and safe condition and appearance, free from rubbish and obstructions. During the license term, MBTA shall have no responsibility whatsoever for maintenance repair, or the condition of the line segment and Arlington agrees that it will occupy the premises at its own expense and risk.

6. Condition of Line Segment

MBTA hereby expressly disclaims any warranties of any nature, express or implied, as to the line segment, and any other warranties of any nature, express, implied or otherwise, except as expressly set forth herein. Lessee accepts the line segment "as is".

7. Indemnification of MBTA

Arlington shall indemnify and save MBTA harmless from and against any and all loss, costs, damage and expense (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against MBTA by reason of any of the following occurrences during the term of this License:

(3)

- (a) any accident, injury to, or death of any person or any damage to property occurring on the line segment or any part thereof; or
- (b) any use, nonuse, condition, or occupation by Arlington of the line segment or any part thereof; or
- (c) any failure of Arlington to perform or comply with any of the terms hereof or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the line segment or any part thereof or the ownership, occupancy or use thereof.

8. Security

Arlington shall provide security and fire protection in the line segment during the term hereof. Arlington shall not be required to provide lighting in the premises.

9. Bridge Maintenance

Arlington shall maintain the surfaces of any and all overpasses or bridges, if any, over the line segment which MBTA was required to maintain prior to the date of the within license, including, without limiting, general cleanliness and appearance and alterations required for use as part of the bikeway. MBTA shall maintain the structural integrity of all such overpasses or bridges. MBTA reserves the right to withdraw any overpass or bridge from use under the within license if, in its sole determination, it determines that such overpass or bridge is unsafe.

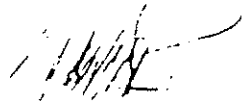
10. MBTA agrees to apprise Arlington of any statutes, laws, enactments or regulations which do or may affect Arlington in the undertakings which it has assumed under this license.

(4)

IN WITNESS WHEREOF, the parties hereto, each for itself its successors and assigns, have caused these presents to be executed by its officers, thereunto duly authorized on the day of , 1987.

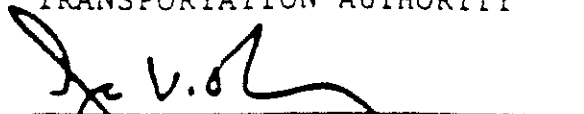
MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

APPROVED AS TO FORM:



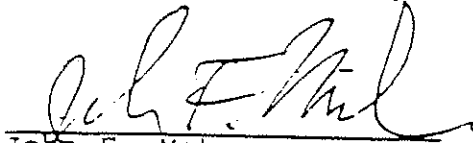
Walter B. Prince
General Counsel

S.C.
ERM

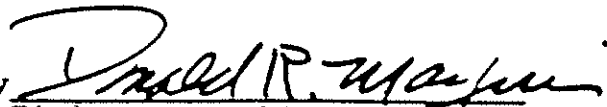

James F. O'Leary
General Manager

TOWN OF ARLINGTON

APPROVED AS TO FORM:



John F. Maher
Town Counsel

By 
Title: Donald R. Marchis
Town Manager